

**STATE OF MICHIGAN**  
**COURT OF APPEALS**

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CHARTER TOWNSHIP OF GRAND HAVEN,

Plaintiff/Counter Defendant-  
Appellant,

v

CITY OF GRAND HAVEN,

Defendant/Counter Plaintiff-  
Appellee,

and

TOWNSHIP OF SPRING LAKE, CITY OF  
FERRYSBURG, VILLAGE OF SPRING LAKE,  
and COUNTY OF OTTAWA,

Defendants-Appellees.

UNPUBLISHED

August 24, 2001

No. 225436

Ottawa Circuit Court

LC No. 98-032510-CK

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Before: Fitzgerald, P.J., and Gage and C. H. Miel\*, JJ.

PER CURIAM.

In this municipal water contract case, appellant Grand Haven Charter Township (the Township) appeals as of right the order granting summary disposition in favor of appellee City of Grand Haven (the City). We affirm. This appeal is being decided without oral argument pursuant to MCR 7.214(E).

On appeal, the Township argues that the trial court erred in looking exclusively to § 8 of the contract to determine how the cost of future expansion would be allocated. The Township asserts that the court “paid lip service” to its obligation to read the contract as a whole, and that other sections of the contract implicitly apply to the issue of future expansion. We reject the Township’s argument.

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\* Circuit judge, sitting on the Court of Appeals by assignment.

The primary goal in interpreting contracts is to determine and enforce the parties' intent. *Rasheed v Chrysler Corp*, 445 Mich 109, 127 n 28; 517 NW2d 19 (1994). When the language of a contract is clear and unambiguous, the role of the court is limited to determining the intention of the parties from the four corners of the contract and in accordance with normal usage of the English language. *Smith, Hinchman & Grylls Associates, Inc v Wayne County Road Comm'rs*, 59 Mich App 117, 127; 229 NW2d 338 (1975); *Old Kent Bank v Sobczak*, 243 Mich App 57, 63; 620 NW2d 663 (2000). "It is axiomatic that if a word or phrase is unambiguous and no reasonable person could differ with respect to application of the term or phrase to undisputed material facts, then the court should grant summary disposition to the proper party pursuant to MCR 2.116(C)(10)." *Id.* at 63-64, quoting *Henderson v State Farm Fire & Casualty Co*, 460 Mich 348, 353; 596 NW2d 190 (1999).

We agree with the City and the trial court that the issue of future expansion of the North Ottawa Water System is expressly addressed only in § 8 of the parties' contract. That section provides:

As and when it is necessary to expand the Water Production Facilities or any element thereof, the parties agree to purchase such portion of the expansion as shall be necessary so that the City and each of the Regional Units will then have capacity allocated to each of them that is equal as near as possible to their expected water capacity needs.

The Township counters that, when read in isolation, § 8 is ambiguous, and that the contract impliedly addresses the issue of expansion cost in § 7 and other various sections. According to the Township, future expansion will "likely" be paid for through the issuance of bonds, as was the NOWS system at inception, and § 7 provides for the "debt service charge" on "then outstanding" bonds to be borne equally by the parties. To accept the Township's argument would require this Court to find the contract to be ambiguous and to look beyond its four corners to determine the parties' intentions. We will not do so. As the trial court properly held, the contract is not ambiguous. Section 8 plainly addresses how the parties agreed to pay for future expansion of the system. No other part of the contract addresses this issue, directly or indirectly. Moreover, because the contract is not ambiguous, we will not look beyond its four corners to determine its meaning. Accordingly, summary disposition was properly granted to defendant City.

Affirmed.

/s/ E. Thomas Fitzgerald

/s/ Hilda R. Gage

/s/ Charles H. Miel